

ORDERED.



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Dated: July 19, 2010

EILEEN W. HOLLOWELL
U.S. Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:

CAMMRON PANCOST and EMILY PANCOST,

Debtors.

WELLS FARGO BANK, N.A.

VS

CAMMRON PANCOST and EMILY PANCOST and DIANNE KERNS, Trustee.

Respondents.

Chapter 13

Case No. 4:10-bk-18886-EWH

**ORDER REGARDING AVOIDANCE
OF JUNIOR LIEN HELD BY WELLS
FARGO BANK, N.A.**

Pursuant to the Stipulation Regarding Avoidance of Junior Lien Held by Wells Fargo Bank, N.A. entered into by and between Cammron Pancost and Emily Pancost (hereinafter referred to as "Debtors"), and Wells Fargo Bank, N.A. (hereinafter referred to as "Wells Fargo"), and good cause appearing therefore,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Debtor Cammron D. Pancost is the maker of a Home Equity Account Agreement and Disclosure Statement dated January 3, 2008, under which the Debtors received a line of credit from Wells Fargo in the principal amount of \$51,000.000 ("the Note"), which is secured by a second position Deed of Trust ("Second Deed of Trust") in favor of Wells Fargo dated January 3, 2008, and recorded on February 7, 2008 with the Pima County Recorder's Office at Sequence No. 20080263047, Docket No. 13238, Page

1 1264, encumbering the real property located 3540 N. Via San Juanito, Tucson, Arizona
2 85749 (the "Subject Property"). The Subject Property is legally described as follows:

3 Lot 33, San Domingo, According to Book 31 of Maps, Page
4 67, Records of Pima County, Arizona.

5 The Note and Second Deed of Trust are collectively referred to hereinafter as the "Subject
6 Loan."

7 2. Wells Fargo's claim secured by the Second Deed of Trust shall be treated,
8 classified and allowed as a non-priority general unsecured claim in the Debtors' Chapter
9 13 Plan, SUBJECT TO THE FOLLOWING CONDITIONS:

10 A. The avoidance of Wells Fargo's Second Deed of Trust is contingent
11 upon the confirmation of the Debtors' Chapter 13 plan;

12 B. The avoidance of Wells Fargo's Second Deed of Trust is contingent
13 upon the Debtors' full performance and completion of their Chapter 13 plan; and

14 C. The avoidance of Wells Fargo's Second Deed of Trust is contingent
15 upon the Debtors' receipt of a Chapter 13 discharge.

16 3. Upon receipt of the Debtors' Chapter 13 discharge and completion of their
17 Chapter 13 Plan, Wells Fargo shall, after receipt of notice of said discharge, promptly
18 record a reconveyance of its Second Deed of trust against the Subject Property with the
19 Pima County Recorder's Office;

20 4. Wells Fargo shall retain its lien for the full amount due under the Subject
21 Loan and Second Deed of Trust, and Wells Fargo's lien shall not be avoided, and Wells
22 Fargo's claim shall be treated as a secured claim, in the event of either the dismissal of the
23 Debtors' Chapter 13 case or the conversion of the Debtors' Chapter 13 case to any other
24 Chapter under the United States Bankruptcy Code;

25 5. In the event that the holder of the first lien on the Subject Property
26 forecloses on its security interest and extinguishes Wells Fargo's Second Deed of Trust
27 prior to the Debtors' completion of their Chapter 13 Plan and receipt of a Chapter 13
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